excitement and indignation by his unauthorized visit to Scotland, where he is said to have lost the Great Seal while playing games and antics in a Scottish country house. A lady of the party found the Seal, and made the Lord Chancellor redeem it by playing a game of blindman's-buff. While the game proceeded he was guided by music to a tea-chest where the Seal had been carefully hidden. That the keeper of the royal conscience should thus make a plaything of the Great Seal of England annoyed the King to such an extent that it is said he referred to Brougham's journey as "high treason."

Important as the functions of the Lord High Chancellor were, and in spite of the fact that he had the king's ear, he seems in the early days to have received a salary about as commensurate with the dignity of his position as the salary of many American judges to-day is with their positions. "From one of the records," says Lord Haldane, "it appears that his wages were five shillings, a simnel cake, two seasoned simnels, one sextary of clear wine, one sextary of household wine, one large wax candle, and forty small pieces of candle."

The meeting of the American Bar Association at Montreal, which was the occasion of the Lord Chancellor's visit to this country, was the first to be held outside of the United States. Its international aspect was further emphasized by the presence of the distinguished Maître L. Labori, the foremost lawyer of France. Particularly in keeping, therefore, with the spirit of the gathering was Lord Haldane's address, in which he presented an eloquent plea for a full international "sittlichkeit." Lord Haldane explained that "sittlichkeit" is the German for that "system of habitual or customary conduct, ethical rather than legal, which embraces all those obligations of the citizen which it is 'bad form' or 'not the thing' to disregard." "Sittlichkeit" thus occupies a field midway between the dictates of conscience and the commands of the law. Upon the lawyers of the three great nations represented in the assemblage to which he spoke he urged the nourishing of a "sittlichkeit" of international scope, because he said to him the conception seemed more hopeful of realization between nations bound together by a "common inheritance in traditions, in surroundings, and in ideals."

It is interesting to note that in the course of an interview published in the New York Sun for August thirtieth Lord Haldane said, "I am convinced that the Harvard Law School is a model for the world." On another occasion the newspapers quoted him as saying that he considered the school second to none. It should be gratifying, not alone to graduates and friends of the Harvard Law School, but to Americans generally, that the Lord High Chancellor of England could make these statements of an American school of law.

JURISDICTION OF EQUITY TO ENJOIN EXPULSION FROM CLUBS. — Practically every club[1] has in its constitution or by-laws some provision empowering a named committee to expel a member for cause.[2] Courts

[1] "Club" in this article is used in the sense of an unincorporated club. The rules applying to incorporated clubs are, of course, quite different. See COOK ON CORPORATIONS, 6 ed., §§ 11 and 504.

[2] See WERTHEIMER'S LAW RELATING TO CLUBS, 4 ed., p. 125.

of equity will not review the decisions of these committees except in three classes of cases: where the rules by virtue of which the expulsion is effected are "contrary to natural justice"; where the proceedings held are not in accordance with the rules; where the action of the committee is purely malicious.[3] An unincorporated club is a voluntary association of individuals, all rights in which are derived solely from the association, not from the law.[4] On what right of the expelled member, then, do the courts base their jurisdiction to grant him relief?

Some courts assert that their jurisdiction grows out of their power to enforce contracts specifically.[5] The constitution and by-laws of the club, they argue, form a contract between the member and the association, into which is read a stipulation that the rules will be administered in good faith.[6] Hence expulsion without compliance with the rules is the violation of a contract, and the damages at law being clearly inadequate there may be equitable relief. In two aspects this theory is objectionable. First, a contract does not always exist. Since the association is not a legal entity, and therefore has no capacity to enter into a binding agreement,[7] the contract, if any, must be between the incoming and the already admitted members. Such a contract is perfectly possible, but the relationship can be merely associational,[8] not contractual.[9] Secondly, granting the existence of a contract, the theory disregards the fact that the contract involves so largely the discretion of the club, or its committee, that courts should hesitate to enforce it. Other courts, chiefly English, found their jurisdiction on the protection of property rights, asserting that every member has an interest in the club property, of which unfair expulsion will unjustly deprive him.[10] Protection of property rights is a function of equity courts; and this theory, therefore, is sound, in so far as true property rights are involved.[11] In proprietary

[3] These three classes of cases in which courts will interfere were first laid down in Dawkins *v.* Antrobus, 17 Ch. P. 615, 630. Later cases have laid down the same rule, but no case has been found where jurisdiction has been taken for the first or third reasons. For jurisdiction based on the protection of property. Labouchere *v.* Earl of Wharncliffe, 13 Ch. D. 346, is an example of Q.

[4] See White *v.* Brownell, 2 Daly (N. Y.) 329, 337. No one has a legal right to membership in such an association. See NIBLACK, BENEFIT SOCIETIES AND ACCIDENT INSURANCE, 2 ed., § 30.

[5] See Krause *v.* Saunder, 122 N. Y. Supp. 54, 55.

[6] See Blisset *v.* Daniel, 10 Hare, 493, 522.

[7] See Steele *v.* Gourley, 3 Ti. Rep. 119. Creditors must proceed against the club members who incurred the debts. See *In re* London Marine Association, L. R. 8 Eq. 176, 195.

[8] There would seem to be no reason why this word should not be regarded as a correct legal term. The meaning which it conveys is certainly well recognized.

[9] A good example of an association in which there are no contractual ties between the members is a college alumni association. The incoming graduate certainly has no thought of contracting with the other graduates. He simply enters the organization on the footing of an associate.

[10] For a good statement of the principle, see Rigby *v.* Connol, 14 Ch. D. 482, 487.

[11] Injunctions against the unfair expulsion of members of a stock exchange, on which the seats are very valuable, are therefore properly granted. Hutchinson *v.* Lawrence, 67 How. Prac. (N. Y.) 38. Also there are real property rights in cases of beneficial insurance associations and insurance lodges. And so in disputes between churches, or between a church and one of its members, equity should take jurisdiction if real property rights are involved. Yanthis *v.* Kemp, 43 Ind. App. 203, 85 N. E. 976; Boyles *v.* Roberts, 222 Mo. 613, 121 S. W. 805.

clubs[12] no such rights are found; and the English courts, consistently with their theory, refuse relief in such cases.[13] In members' clubs, however, trustees hold property for the club; therefore there is in every member the equitable property right of a *cestui que trust*.[14] Though this right is not a severable one,[15] and is contingent and defeasible on the member's voluntary or involuntary retirement from the club,[16] it is nevertheless a true property right; and the courts properly relieve against a threatened or consummated expulsion which would illegally deprive the plaintiff of it.[17] Since, however, the association has the power to terminate the right for cause, and is by the articles of association made the judge of cause, the courts, adopting the general attitude toward the decisions of quasi-judicial tribunals,[18] should accept the committee's *bonâ fide* rulings on all questions of construction of the rules or of cause for dismissal. A recent English case, enjoining expulsion because the court thought that the club rules had not been correctly interpreted and applied, therefore seems erroneous. *D'Arcy* v. *Adamson*, 57 Sol. J. 391. Courts should interfere only where the expelling body is not the properly constituted one, and where the action is palpably contrary to the letter and the spirit of the articles. This, indeed, is substantially the meaning of the three exceptions mentioned in the beginning of this article. They are, however, vague and artificial; and courts would reach better results by dispensing with them and dealing with each case on general principles.

A PATENTEE'S RIGHT TO LIMIT THE RESALE PRICE OF A PATENTED ARTICLE. — One who manufactures and sells articles of commerce cannot, apart from statute, restrict the resale or the use of such articles by mere notice to the purchaser or sub-purchaser. The common law has always been opposed to such restraints on chattels.[1] Furthermore, contracts limiting the use or sale do not run with chattels even though the purchaser has notice thereof.[2] The Copyright Act, which secures to the author, inventor, designer, or proprietor of books, etc., "the sole liberty of printing, reprinting, publishing, completing, copying, executing, finishing and vending the same" [3] has been construed to give no additional

[12] Clubs in which one man owns the club house and property, manages the finances, and charges each member regular dues for the use of the premises, see WERTHEIMER'S LAW RELATING TO CLUBS, 4 ed., 1.

[13] Baird *v.* Wells, 44 Ch. D. 661; Lyttleton *v.* Blackburn, 45 L. J. Ch. 223.

[14] There is one suggestion that a property right exists even though the club owns no property, the idea being that membership alone is a property right. See STEVICK, UNINCORPORATED SOCIETIES, § 42. The theory is ingenious and perhaps sound, but the law has not yet developed this far. See NIBLACK, BENEFIT SOCIETIES AND ACCIDENT INSURANCE, § 75.

[15] See McMahon *v.* Raubor, 47 N. Y. 67, 70.

[16] See Lawson *v.* Hewel, 118 Cal. 613, 621, 50 Pac. 763, 765.

[17] Innes *v.* Wylie, 1 C. & K. 257; Fisher *v.* Keane, 11 Ch. D. 353; Labouchere *v.* Earl of Wharncliffe, *supra*.

[18] See POLLOCK, TORTS, 9 ed., 124.

[1] COKE, LITTLETON, § 360; BENJAMIN, SALES, 6 ed., 746.

[2] Garst *v.* Hall & Lyon Co., 179 Mass. 588, 61 N. E. 219. See Park & Sons *v.* Hartman, 153 Fed. 24, 39. But see 17 HARV. L. REV. 415.

[3] Revised Statutes, § 4952.